

| | | | |
|---------------------------------|--|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i> | <i>NYLA-126846895</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>New York Life Insurance and Annuity Corporation</i> | <i>State Tracking Number:</i> | <i>47060</i> |
| <i>Company Tracking Number:</i> | <i>210-P108</i> | | |
| <i>TOI:</i> | <i>A02I Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i> | <i>A02I.002 Flexible Premium</i> |
| <i>Product Name:</i> | <i>New York Life Flexible Premium Fixed Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>New York Life Flexible Premium Fixed Annuity/210-P108</i> | | |

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: New York Life Flexible Premium
Fixed Annuity

TOI: A02I Individual Annuities- Deferred Non-Variable
SERFF Status: Closed-Approved-Closed

Sub-TOI: A02I.002 Flexible Premium
Co Tr Num: 210-P108
State Status: Approved-Closed
Reviewer(s): Linda Bird

Filing Type: Form
Authors: Susan Britton, Rosanna Castaldi
Disposition Date: 10/20/2010
Date Submitted: 10/15/2010
Disposition Status: Approved-Closed

Implementation Date Requested:

State Filing Description:

General Information

Project Name: New York Life Flexible Premium Fixed Annuity

Project Number: 210-P108

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/20/2010

Deemer Date:

Submitted By: Rosanna Castaldi

Filing Description:

This filing is for a new flexible premium individual fixed deferred annuity policy.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 10/20/2010

Created By: Rosanna Castaldi

Corresponding Filing Tracking Number:

Company and Contact

Filing Contact Information

SERFF Tracking Number: NYLA-126846895 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47060
 Company Tracking Number: 210-P108
 TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.002 Flexible Premium
 Product Name: New York Life Flexible Premium Fixed Annuity
 Project Name/Number: New York Life Flexible Premium Fixed Annuity/210-P108

Rosanna Castaldi, Contract Consultant Rosanna.Castaldi@newyorklife.com
 1 Rockwood Road 914-846-3105 [Phone]
 3N844 914-846-4133 [FAX]
 Sleepy Hollow, NY 10591

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware
 1 Rockwood Road Group Code: 826 Company Type:
 3N738 Group Name: State ID Number:
 Sleepy Hollow, NY 10591 FEIN Number: 13-3044743
 (914) 846-3508 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: \$50.00 per form x 1 form = \$50.00
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---|---------|----------------|---------------|
| New York Life Insurance and Annuity Corporation | \$50.00 | 10/15/2010 | 40774769 |

| | | | |
|--------------------------|---|------------------------|---------------------------|
| SERFF Tracking Number: | NYLA-126846895 | State: | Arkansas |
| Filing Company: | New York Life Insurance and Annuity Corporation | State Tracking Number: | 47060 |
| Company Tracking Number: | 210-P108 | | |
| TOI: | A02I Individual Annuities- Deferred Non-Variable | Sub-TOI: | A02I.002 Flexible Premium |
| Product Name: | New York Life Flexible Premium Fixed Annuity | | |
| Project Name/Number: | New York Life Flexible Premium Fixed Annuity/210-P108 | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 10/20/2010 | 10/20/2010 |

| | | | |
|---------------------------------|--|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i> | <i>NYLA-126846895</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>New York Life Insurance and Annuity Corporation</i> | <i>State Tracking Number:</i> | <i>47060</i> |
| <i>Company Tracking Number:</i> | <i>210-P108</i> | | |
| <i>TOI:</i> | <i>A02I Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i> | <i>A02I.002 Flexible Premium</i> |
| <i>Product Name:</i> | <i>New York Life Flexible Premium Fixed Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>New York Life Flexible Premium Fixed Annuity/210-P108</i> | | |

Disposition

Disposition Date: 10/20/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-126846895 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47060

Company Tracking Number: 210-P108

TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.002 Flexible Premium

Product Name: New York Life Flexible Premium Fixed Annuity

Project Name/Number: New York Life Flexible Premium Fixed Annuity/210-P108

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|--------------------------------|----------------------|---------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Supporting Document | Statement of Variability | | Yes |
| Supporting Document | Certification of Compliance | | Yes |
| Supporting Document | Cover Letter | | Yes |
| Supporting Document | Filing Fee Transmittal | | Yes |
| Form | Flexible Premium Fixed Annuity | | Yes |

SERFF Tracking Number: NYLA-126846895 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47060

Company Tracking Number: 210-P108

TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.002 Flexible Premium

Product Name: New York Life Flexible Premium Fixed Annuity

Project Name/Number: New York Life Flexible Premium Fixed Annuity/210-P108

Form Schedule

Lead Form Number: 210-P108

| Schedule Item Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------|--|---------|----------------------|-------------|--|
| | 210-P108 | Policy/Cont Flexible Premium ract/Fratern Fixed Annuity al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 59.300 | Policy- Agency-Non Compact (210-P108)- Final.pdf |

Annuitant - - John Doe
Policy Number - - 00 000 000
Policy Date - - January 2, 2011

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

Home Office
200 Continental Drive, Suite 306
Newark, DE 19713

Executive Office
51 Madison Avenue
New York, NY 10010

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Flexible Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.


DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-695-9873].


President


Secretary

[New York Life Flexible Premium Fixed Annuity]
(An Individual Flexible Premium Deferred Fixed Annuity)

Periodic Income Payments Begin on the Annuity Commencement Date.
Flexible Premium Payments Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This Policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
200 Continental Drive, Suite 306
Newark, DE 19713

Executive Office
51 Madison Avenue
New York, NY 10010

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [January 2, 2011]
Owner -- [John Doe]
Plan -- [Non-Qualified]

INITIAL PREMIUM:

Initial Premium Payment: \$[2,500.00]
Initial Premium Payment Date: [January 2, 2011]
Minimum Initial Premium Payment: [\$2,500.00]

PLANNED ADDITIONAL PREMIUMS:

Premium Amount: [\$50.00 Monthly]
Minimum Additional Premium Payment: [\$50.00 Monthly]
Maximum Additional Premium Payments: [\$50,000 per Policy Year]

Maximum Sum of All Premium Payments allowed
without prior approval from NYLIAC: [\$1,000,000]

ANNUITY COMMENCEMENT DATE: [January 2, 2065]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

| POLICY YEAR | PERCENTAGE | POLICY YEAR | PERCENTAGE |
|-------------|------------|-------------|------------|
| [1 | 7% | 6 | 4% |
| 2 | 7% | 7 | 3% |
| 3 | 7% | 8 | 2% |
| 4 | 6% | 9 | 1% |
| 5 | 5% | 10 | 0% |

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the sum of Premium Payments is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment(s) if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the sum of Premium Payments is [\$100,000] or more the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year ([ten percent (10%)] of the Premium Payment(s) if the withdrawal is made in the first Policy Year), less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment(s) made to this Policy.

POLICY DATA PAGE

(Page 2 Cont'd.)

Initial Interest Rate: [2.0%] (Effective annual yield)

Guaranteed Minimum Interest Rate: [1.5%] (Effective annual yield)

Minimum Partial Withdrawal Amount: [\$100.00]

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$[2,000.00]

POLICY SERVICE CHARGE: After the first Policy Year, a Service Charge equal to the lesser of [\$30] or [2%] of the Accumulation Value may be deducted on the Policy Anniversary and on the date the Policy is surrendered. However, if on the Policy Anniversary or on the date of surrender the Accumulation Value is [\$10,000] or greater, this fee will be waived.

[RIDER(S) AND ENDORSEMENT(S)]

ISSUE DATE: [January 2, 2011]

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

CONTENTS

| | Page |
|--|-----------|
| DEFINITIONS | 5 |
| SECTION ONE - ANNUITY BENEFIT..... | 6 |
| 1.1 When Will Income Payments Begin? | 6 |
| 1.2 May The Annuity Commencement Date Be Changed? | 6 |
| 1.3 How Are Income Payment Amounts Determined? | 6 |
| 1.4 How Are Income Payments Made? | 6 |
| 1.5 Are There Other Methods Of Income Payments? | 6 |
| SECTION TWO - OWNER, ANNUITANT, BENEFICIARY | 7 |
| 2.1 What Are The Rights Of Ownership? | 7 |
| 2.2 May The Owner Be Different From The Annuitant? | 7 |
| 2.3 How Do You Change The Owner Of This Policy? | 7 |
| 2.4 May More Than One Beneficiary Be Named? | 7 |
| 2.5 How Do You Change A Beneficiary Of This Policy? | 7 |
| 2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date? | 7 |
| 2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date? | 7 |
| 2.8 What Happens If You Die Before The Annuity Commencement Date? | 7 |
| 2.9 What Happens If You Die After The Annuity Commencement Date? | 8 |
| 2.10 When Will We Process A Request For Payment Of The Death Benefit? | 8 |
| 2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death? | 8 |
| 2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies? | 8 |
| 2.13 What Happens If No Beneficiary Survives You? | 8 |
| 2.14 What Happens If Your Spouse Is The Beneficiary? | 8 |
| SECTION THREE - PREMIUM PAYMENTS..... | 9 |
| 3.1 What Is The Initial Premium Payment? | 9 |
| 3.2 When May Additional Premium Payments Be Made? | 9 |
| 3.2 Are There Any Limitations Regarding The Amounts Of Additional Premium Payments? | 9 |
| 3.4 When Are Premium Payments Credited To The Policy? | 9 |
| SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE | 9 |
| 4.1 How Is Interest Credited To Premium Payments? | 9 |
| 4.2 How Is Interest Credited To The Accumulation Value? | 9 |
| 4.3 How Is The Guaranteed Accumulation Value Calculated? | 9 |
| SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS | 9 |
| 5.1 Can You Make Partial Withdrawals From This Policy? | 9 |
| 5.2 Can You Surrender This Policy? | 9 |
| 5.3 May We Defer A Partial Withdrawal Or Surrender Payment? | 9 |
| 5.4 Are Surrender Charges Applied To This Policy? | 10 |
| 5.5 Are Surrender Charges Ever Waived? | 10 |
| 5.6 Are State Premium Taxes Deducted From Your Policy? | 10 |
| 5.7 Are Service Charges Deducted From Your Policy? | 10 |
| 5.8 May The Corporation Terminate This Policy? | 10 |
| SECTION SIX - GENERAL PROVISIONS | 11 |
| 6.1 What Constitutes The Entire Contract? | 11 |
| 6.2 How Important Is The Information You Provided For This Policy? | 11 |
| 6.3 Will We Be Able To Contest This Policy? | 11 |
| 6.4 How Are The Dates Referred To In This Policy Measured? | 11 |
| 6.5 How Is A Person's Age Calculated For The Purpose Of This Policy? | 11 |
| 6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly? | 11 |
| 6.7 May You Assign This Policy? | 11 |
| 6.8 How Do You Assign This Policy? | 11 |

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?..... 11

6.10 Are The Payments Made Under This Policy Protected Against Creditors? 12

6.11 How Should A Premium Payment For This Policy Be Made? 12

6.12 Is This Policy Subject To Conformity With Any Law? 12

6.13 Are Dividends Payable Under This Policy? 12

RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

SPECIMEN

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The sum of all Premium Payments, plus interest credited, less any Partial Withdrawals and any Surrender Charges and Policy Service Charges that may have already been assessed. Upon request, we will inform you of the amount of Accumulation Value in this Policy.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee on or after the Annuity Commencement Date.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, We, Our, Us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: Amount(s) paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

| 2011-2019 | 2020-2028 | 2029-2038 | 2039&later |
|-----------|-----------|-----------|------------|
| 0 | -1 | -2 | -3 |

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

| Minimum Monthly Payment per \$1,000 of Proceeds | | | | | |
|---|--------|--------|----------|--------|--------|
| Adjusted | | | Adjusted | | |
| Age | Male | Female | Age | Male | Female |
| 60 | \$3.39 | \$3.08 | 81 | \$6.65 | \$6.28 |
| 61 | 3.49 | 3.16 | 82 | 6.84 | 6.51 |
| 62 | 3.59 | 3.25 | 83 | 7.03 | 6.72 |
| 63 | 3.70 | 3.35 | 84 | 7.21 | 6.94 |
| 64 | 3.81 | 3.45 | 85 | 7.39 | 7.15 |
| 65 | 3.94 | 3.55 | 86 | 7.56 | 7.35 |
| 66 | 4.06 | 3.67 | 87 | 7.73 | 7.54 |
| 67 | 4.20 | 3.79 | 88 | 7.88 | 7.72 |
| 68 | 4.34 | 3.91 | 89 | 8.02 | 7.89 |
| 69 | 4.49 | 4.05 | 90 | 8.16 | 8.04 |
| 70 | 4.64 | 4.19 | 91 | 8.28 | 8.18 |
| 71 | 4.80 | 4.34 | 92 | 8.38 | 8.30 |
| 72 | 4.96 | 4.50 | 93 | 8.47 | 8.41 |
| 73 | 5.13 | 4.67 | 94 | 8.54 | 8.50 |
| 74 | 5.31 | 4.85 | 95 | 8.60 | 8.57 |
| 75 | 5.49 | 5.03 | 96 | 8.65 | 8.62 |
| 76 | 5.67 | 5.22 | 97 | 8.69 | 8.67 |
| 77 | 5.86 | 5.43 | 98 | 8.71 | 8.70 |
| 78 | 6.06 | 5.63 | 99 | 8.73 | 8.72 |
| 79 | 6.25 | 5.85 | 100 | 8.74 | 8.74 |
| 80 | 6.45 | 6.06 | | | |

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person, upon the death of a

grantor, the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Initial Premium Payment?

The initial Premium Payment is the premium paid to the Corporation to purchase this Policy. This payment must be made while the Owner and Annuitant are living. The minimum initial Premium Payment for this Policy is shown on the Policy Data Page.

3.2 When May Additional Premium Payments Be Made?

Additional Premium Payments may be made until thirty (30) days before the Annuity Commencement Date. Premium Payments may be made at any interval and by any method we make available.

3.3 Are There Any Limitations Regarding The Amounts Of Additional Premium Payments?

Premium Payments are subject to the Minimum and Maximums shown on the Policy Data Page.

3.4 When Are Premium Payments Credited To The Policy?

Premium Payments will be credited to the Policy as of the Payment Date.

SECTION FOUR - INTEREST CREDITING AND ACCUMULATION VALUE

4.1 How Is Interest Credited To Premium Payments?

Interest on the initial Premium Payment will be credited at the initial interest rate shown on the Policy Data Page for the first Policy Year. The amount of interest credited on additional Premium Payments will be based on a rate that we set in advance to be effective on the first day of each calendar quarter. This rate will never be less than the guaranteed minimum interest rate shown on the Policy Data Page. Each additional Premium Payment will receive the rate declared for the calendar quarter in which it is received. The rate applicable to each additional Premium Payment will apply until the end of the Policy Year in which the Premium Payment is received.

4.2 How Is Interest Credited To The Accumulation Value?

On each Policy Anniversary, the Accumulation Value will receive the interest rate in effect on that date. This rate will be credited until the end of the Policy Year. Interest is compounded daily at an effective annual yield. We credit interest to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate shown on the Policy Data Page. Interest will be credited on additional Premium Payments as described in Section 4.1.

4.3 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the guaranteed minimum interest rate, shown on the Policy Data Page.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges and Policy Service Charge that may apply.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where you Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income-Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy, to the extent that the amount of the Surrender Charge and the Policy Service Charge, if any, may reduce the surrender value to be less than the initial Premium Payment, provided no Partial Withdrawals have been made; or
- f) if we terminate this Policy as explained in Section 5.8.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.8.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 Are Service Charges Deducted From Your Policy?

An Annual Service Charge may be deducted from this Policy's Accumulation Value as described on the Policy Data Page.

5.8 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right subject to any applicable state law or regulation to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. All such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.13 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office

(200 Continental Drive Suite 306)
(Newark, DE 19713)

Executive Office

(51 Madison Avenue)
(New York, NY 10010)

An Individual Flexible Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.

Flexible Premium Payments Payable as Shown on the Policy Data Page.

Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

SERFF Tracking Number: NYLA-126846895 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47060
 Company Tracking Number: 210-P108
 TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.002 Flexible Premium
 Product Name: New York Life Flexible Premium Fixed Annuity
 Project Name/Number: New York Life Flexible Premium Fixed Annuity/210-P108

Supporting Document Schedules

| | Item Status: | Status Date: |
|---|--------------|--------------|
| Satisfied - Item: Flesch Certification | | |
| Comments: | | |
| Attachment: Cert-Readability.pdf | | |

| | Item Status: | Status Date: |
|---|--------------|--------------|
| Satisfied - Item: Application | | |
| Comments: | | |
| Please refer to the cover letter for the applicationf orm number and approval date. | | |

| | Item Status: | Status Date: |
|---|--------------|--------------|
| Satisfied - Item: Statement of Variability | | |
| Comments: | | |
| Attachment: SOV 210-P108-Non-Compact-Final.pdf | | |

| | Item Status: | Status Date: |
|--|--------------|--------------|
| Satisfied - Item: Certification of Compliance | | |
| Comments: | | |
| Attachment: Cert-compliance-AR.pdf | | |

| | Item Status: | Status Date: |
|---------------------------------------|--------------|--------------|
| Satisfied - Item: Cover Letter | | |

SERFF Tracking Number: NYLA-126846895 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 47060
Company Tracking Number: 210-P108
TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.002 Flexible Premium
Product Name: New York Life Flexible Premium Fixed Annuity
Project Name/Number: New York Life Flexible Premium Fixed Annuity/210-P108

Comments:

Attachment:

Cover Letter-AR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Filing Fee Transmittal

Comments:

Attachment:

Filing Fee Transmittal-AR.pdf

READABILITY CERTIFICATION

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

I certify that the forms listed below meet the standards of your State's Readability Laws as calculated by the Flesch Reading Ease Test.

| Form Number | Score |
|--------------------|--------------|
| 210-P108 | 59.3 |
| | |
| | |
| | |
| | |
| | |
| | |



Suzanne Wolf
Assistant Vice President
September 28, 2010

Date

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Deferred Flexible Premium Fixed Annuity Policy
Form Number 210-P108**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text is provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

| Bracketed Information | Location | Explanation of Variability |
|---|---|---|
| ANNUITANT NAME POLICY NUMBER POLICY DATE | Cover Page & Policy Data Page | To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page. |
| EXECUTIVE OFFICE/HOME OFFICE ADDRESSES | Front/Back Cover Page & Data Page | To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change. |
| OFFICER TITLE & SIGNATURE | Cover Page | The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing. |
| CUSTOMER SERVICE PHONE NUMBER | Cover Page | To facilitate changes to: the toll-free telephone numbers applicable to NYLIAC's various customer service offices |
| MARKETING NAME | Cover Page | To allow for flexibility in changing the marketing name of this Policy. |
| PLAN | Policy Data Page | To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The plan type options currently available are: <ul style="list-style-type: none">• Non-Qualified• Simple IRA• SEP IRA• 403(b) Tax Sheltered Annuity (TSA)• Pension/Profit Sharing/Keogh• 457(b) Government Deferred Compensation Plans• Traditional IRA• ROTH IRA• 412(e)(3) |

| Bracketed Information | Location | Explanation of Variability | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------------------|--|-------------------|------------|------------|------------|------------|------------|------------|------------|------------|---|----|--|----|----|----|----|----|----|---|----|--|----|----|----|----|----|----|---|----|--|----|----|----|----|----|----|---|----|--|----|----|----|----|----|----|---|----|--|--|----|----|----|----|----|---|----|--|--|--|----|----|----|----|---|----|--|--|--|--|----|----|----|---|----|--|--|--|--|--|----|----|---|----|--|--|--|--|--|--|----|------|----|--|--|--|--|--|--|--|
| MINIMUM INITIAL PREMIUM PAYMENT | Policy Data Page | The Minimum Initial Premium Payment may vary based on the marketing plan type. The Minimum Initial Premium Payment range is between and including \$50.00 – unlimited. Initial Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MINIMUM AND MAXIMUM ADDITIONAL PREMIUM PAYMENTS | Policy Data Page | The range for both Minimum and Maximum Additional Premium Payments is between and including \$50.00 – unlimited | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SURRENDER CHARGE SCHEDULE | Policy Data Page | <p>To facilitate changes to the Surrender Charge Schedules offered under the policy. The Policy Data Page and the Actuarial Memorandum included with this filing illustrates a nine-year Surrender Charge Schedule as shown in the un-shaded column in the chart below. The range for the number of available Surrender Charge Schedules is any whole number between and including 1 and 7. The range in the number of years for any one Surrender Charge Schedule is any whole number between and including 3 and 9 years, as shown below. Based on our experience and changes in the market, at some point in the future we may choose to offer a Surrender Charge Schedule that is within these ranges shown in the shaded columns below. If the Surrender Charge Schedule for which a demonstration is not provided in the actuarial memorandum becomes available, we will submit a limited re-filing of the supporting actuarial material.</p> <p>Surrender Charge Schedules:</p> <table><tr><th>Year of Surrender</th><th>9-Year SC*</th><th></th><th>3-Year SC*</th><th>4-Year SC*</th><th>5-Year SC*</th><th>6-Year SC*</th><th>7-Year SC*</th><th>8-Year SC*</th></tr><tr><td>1</td><td>7%</td><td></td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>2</td><td>7%</td><td></td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>3</td><td>7%</td><td></td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>4</td><td>6%</td><td></td><td>0%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td></tr><tr><td>5</td><td>5%</td><td></td><td></td><td>0%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td></tr><tr><td>6</td><td>4%</td><td></td><td></td><td></td><td>0%</td><td>4%</td><td>4%</td><td>4%</td></tr><tr><td>7</td><td>3%</td><td></td><td></td><td></td><td></td><td>0%</td><td>3%</td><td>3%</td></tr><tr><td>8</td><td>2%</td><td></td><td></td><td></td><td></td><td></td><td>0%</td><td>2%</td></tr><tr><td>9</td><td>1%</td><td></td><td></td><td></td><td></td><td></td><td></td><td>0%</td></tr><tr><td>10 +</td><td>0%</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>*SC stands for Surrender Charge</p> | Year of Surrender | 9-Year SC* | | 3-Year SC* | 4-Year SC* | 5-Year SC* | 6-Year SC* | 7-Year SC* | 8-Year SC* | 1 | 7% | | 7% | 7% | 7% | 7% | 7% | 7% | 2 | 7% | | 7% | 7% | 7% | 7% | 7% | 7% | 3 | 7% | | 7% | 7% | 7% | 7% | 7% | 7% | 4 | 6% | | 0% | 6% | 6% | 6% | 6% | 6% | 5 | 5% | | | 0% | 5% | 5% | 5% | 5% | 6 | 4% | | | | 0% | 4% | 4% | 4% | 7 | 3% | | | | | 0% | 3% | 3% | 8 | 2% | | | | | | 0% | 2% | 9 | 1% | | | | | | | 0% | 10 + | 0% | | | | | | | |
| Year of Surrender | 9-Year SC* | | 3-Year SC* | 4-Year SC* | 5-Year SC* | 6-Year SC* | 7-Year SC* | 8-Year SC* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 7% | | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 7% | | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 7% | | 7% | 7% | 7% | 7% | 7% | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 6% | | 0% | 6% | 6% | 6% | 6% | 6% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 5% | | | 0% | 5% | 5% | 5% | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 4% | | | | 0% | 4% | 4% | 4% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 3% | | | | | 0% | 3% | 3% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 2% | | | | | | 0% | 2% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 1% | | | | | | | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 + | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ANNUAL SURRENDER CHARGE FREE AMOUNT(S) | Policy Data Page | To facilitate changes to the Premium Payment Amount and the percentages used to determine the surrender charge free amount. The range for the Premium Payment amount is any whole dollar amount between and including \$75,000 and unlimited. The range for the percentages for the surrender charge free amount is any whole percentage or fraction thereof, between and including 5% and 50%. If the range changes, we will submit a limited re-filing. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Bracketed Information | Location | Explanation of Variability |
|---|------------------|--|
| INITIAL INTEREST RATE | Policy Data Page | To facilitate changes to the declared interest rate for the initial Premium Payment. The initial interest rate is determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability. |
| GUARANTEED MINIMUM INTEREST RATE | Policy Data Page | <p>To allow for flexibility in changing the Guaranteed Minimum Interest Rate (GMIR) rate for new issues only. The range for the rate is any whole number between and including 1% and 5%. The Guaranteed Minimum Interest Rate will always be equal to or greater than the Nonforfeiture rate.</p> <p>Guaranteed Minimum Interest Rate equal to the Non-Forfeiture Rate The methodology for determining the Guaranteed Minimum Interest Rate when it is equal to the Non-Forfeiture rate will be as follows:</p> <ul style="list-style-type: none"> • Guaranteed Minimum Interest Rate (GMIR) will be set twice a year in June and December for periods beginning July 1 and January 1; • This GMIR will then be determined in accordance with the Standard Non-Forfeiture Law for Individual Deferred Annuities. • The interest rate will be determined based on a six-month average of the five-year Constant Maturity Treasury Rate for December through May (for period beginning July 1) and June through November (for period beginning January 1) rounded to the nearest 1/20th of one percent. This rate is then reduced by one and one fourth percent (1.25%). <p>Guaranteed Minimum Interest Rate greater than the Non-Forfeiture Rate Guaranteed Minimum Interest Rates (GMIRs) greater than the Non-Forfeiture rate will be determined by weighing several important factors. The most important among these are:</p> <ul style="list-style-type: none"> • The interest rates in effect at the time of contract issue as well as forecasted interest rates, • The GMIRs and interest rates offered by our competitors – primarily companies that have received ratings from the independent rating agencies similar to those received by our company, and • Profitability. |

| Bracketed Information | Location | Explanation of Variability |
|--|------------------|--|
| MINIMUM PARTIAL WITHDRAWAL AMOUNT | Policy Data Page | The range for the Minimum Partial Withdrawal Amount is between and including \$50 and \$500.00. |
| POLICY SERVICE CHARGE AND WAIVER | Policy Data Page | <p>The range for the Policy Service Charge is a minimum of the lesser of \$15 or 1% of the Accumulation Value and a maximum of the lesser of \$45 or 3% of the Accumulation Value.</p> <p>The range for the minimum Accumulation Value for waiver of this charge would not be less than \$5,000 or greater than \$100,000.</p> |
| RIDER(S) AND ENDORSEMENT(S) | Policy Data Page | To allow for flexibility should NYLIAC choose to list the title of any riders and/or endorsements that are approved for use with this Policy and attached to each issued Policy. |
| All other bracketed items are John Doe information. | | |

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NEW YORK LIFE INSURANCE COMPANY

STATE OF ARKANSAS

In Re: Form (s): Policy Forms 210-P108

I certify that the forms contained in this filing comply with Arkansas Insurance Regulation 19.



Signature

Suzanne Wolf

Name

Assistant Vice President – Product Development

Title

10/15/2010

Date



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
(A Delaware Corporation)
1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

Suzanne Wolf
Assistant Vice President - Product Development
Bus: (914) 846-3508 Fax: (914) 846-4487 Toll Free: (800) 280-3551
E-Mail: Suzanne_Wolf@newyorklife.com

October 15, 2010

Hon. Jay Bradford
Commissioner
1200 W. Third Street
Little Rock, AR 72201-1904

Attn.: Policy & Other Form Filings

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
N.A.I.C. NO.: 826-91596
F.E.I.N.: 13-3044743

Form No.: 210-P108 Individual Deferred Fixed Annuity Contract

Dear Hon. Jay Bradford:

We are submitting, for your review and approval, a revised policy form for our individual deferred flexible premium fixed annuity, policy form 210-P108, which will be issued by New York Life Insurance and Annuity Corporation (NYLIAC). This policy form will replace policy form 204-180, which was approved by your Department on 7/1/2003, Department File Number 23261. Policy form 210-P108 will be individually solicited through the company's agents. We intend to introduce this revised policy form on or about February 1, 2011, subject to approval by your Department.

Additional information regarding this policy form is provided below. The chart that follows this letter lists all forms that will be used with this policy form.

Policy Form 210-P108

This policy form is a non-participating, individual deferred flexible premium fixed annuity. Similar to the previously approved policy form, this revised policy form includes the following key features:

- A nine-year declining surrender charge schedule.
- A surrender charge free amount, available each policy year, on partial withdrawals and full surrenders.
- A Guaranteed Minimum Interest Rate (GMIR) which will always be equal to or greater than the rate required by your state's Nonforfeiture law. The GMIR will remain unchanged for the life of the policy.

- A guarantee that upon surrender of the policy, the amount paid is guaranteed to at least equal the initial premium payment provided that no partial withdrawals have been made.
- The ability to make additional planned or periodic premium payments to the policy.

The key differences between the previously approved policy form and this revised policy form are as follows:

- Annuity Income Payments described in Provision 1.3 under “Section One – Annuity Benefit” reflect guaranteed purchase rates based on the Annuity 2000 Mortality Table and a guaranteed interest rate of one percent (1%).
- Provisions 2.6. and 2.8 under “Section Two-Annuitant, Owner, and Beneficiary” have been revised to add language in order to clarify the treatment of the death benefit, as required under section 72 (s) of the IRS Code, when the owner of the policy is a grantor trust and the grantor is an individual.

Available Markets

This policy form will be available in the “non-tax qualified” market and the “tax-qualified” market, primarily for rollovers and transfers of 403(b) Tax Sheltered Annuity (TSA) plans, Individual Retirement Annuity (IRA) plans, including Roth IRA plans, SIMPLE IRA plans and Simplified Employee Pension IRA (SEP IRA) plans, 401(a) Pension/Keogh plans, 412 (e)(3) plans and 457(b) Governmental Deferred Compensation plans.

The policy form is sex-distinct; however, if it were used in accordance with the Norris decision and/or Title VII of the Civil Rights Act of 1964, a unisex endorsement will be attached to the issued Policy. The unisex endorsement form number 210-E105 was submitted under separate cover and is pending approval as shown on the chart below.

Application

This policy will use application form number 210-A102 that was submitted under separate cover (SERFF Tracking #NYLA-126834354) and approved by your Department on 10/4/2010 as shown on the chart below.

Domicile Approval Status

Policy form 210-P108 was filed with the Insurance Department of our domicile State of Delaware on 10/14/2010 and is pending approval.

This form will be pre-printed or laser-emitted with identical language approved by the Department. The Company reserves the right to alter the color, layout, format, pagination, signature graphic, and the type of font (point size no less than 10) of these forms without resubmitting for approval, unless otherwise informed.

Statement of Variability

Variable material in this policy is denoted with brackets and the enclosed Statement of Variability describes each variable item.

We would appreciate receiving your Department's approval of these new forms at your earliest convenience. If you have any questions regarding this submission, you may contact me at the phone number or e-mail address noted above.

Sincerely,

A handwritten signature in black ink that reads "Suzanne Wolf". The signature is written in a cursive style with a large, stylized 'S' and 'W'.

Suzanne Wolf
Assistant Vice President – Product Development

SW: rc

| New York Life Insurance and Annuity Corporation Forms that will be used with policy forms 210-P108 in the state of Arkansas | | |
|--|--|----------------------|
| Form Number | Brief Description | Approval Date |
| 210-A102 | Application | 10/04/2010 |
| 210-E105 | Unisex Endorsement | 10/04/2010 |
| 6238-09 | TSA 403(b) Endorsement | 6/12/2009 |
| 6236-02 | Traditional IRA Endorsement | 8/11/2003 |
| 6285-02 | Roth IRA Endorsement | 12/6/2002 |
| 6424-05 | SIMPLE IRA Endorsement | 9/20/2005 |
| 6293-07 | 457(b) Deferred Compensation Plan Endorsement | 4/9/2007 |
| 6410-03 | 412(i) Defined Benefit Plans Endorsement (used in 412(e)(3) markets) | 08/04/2003 |
| 209-100 | Living Needs Benefit/Unemployment Rider | 10/6/2009 |
| 210-R101 | Home Health Care Rider | 9/13/2010 |
| 22190.100 | Replacement Notice | 10/10/2007 |
| 20830 | State Guaranty Association Notice | N/A |
| 20247ANN(AR) | Inquiry notice (agency distribution) | N/A |
| 42011(AR) | Inquiry notice (independent distribution) | N/A |

**ARKANSAS
INSURANCE
DEPARTMENT**

FILING FEE TRANSMITTAL FORM ***

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name : New York Life Insurance and Annuity Corporation NAIC#: 826-91596

Company Contact Person: Suzanne Wolf Telephone No.: Toll Free: (800) 280-3551

INSURANCE DEPARTMENT USE ONLY

ANALYST : _____ **AMOUNT:** _____ **ROUTE SLIP:** _____

**ALL FEES ARE PER EACH INSURED, PER ANNUAL STATEMENT LINE OF BUSINESS,
UNLESS OTHERWISE INDICATED.**

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/ FORM FILINGS

Life and/or Disability policy form filing
and review, per each policy, contract, annuity
form , per each insurer, **per each filing**

1 x \$50= \$ 50.00
****Retaliatory \$###.##**

Life and/or Disability- Filing and review of each
rate filing or loss ratio guarantee filing, per each
insurer.

* ### x \$50= \$ ###.##
****Retaliatory \$###.##**

Life and/or Disability Policy, Contract or Annuity
Forms: Filing and review of certificate, rider,
endorsement or application if each is filed
separately from the basic form.

* ### x \$50= \$ ###.##
****Retaliatory \$###.##**

Policy and contract forms, all lines, filing
corrections in previously filed policy and contract
forms.

* ### x \$20= \$ ###.##
****Retaliatory \$###.##**

Life and/or Disability: Filing and review of
Insured's advertisements, per advertisement, per
each insurer.

* ### x \$25= \$ ###.##
****Retaliatory \$###.##**

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. * ## x \$ 400 = \$ ###.##

Filing to amend Certificate of Authority. *** ### x \$100 = \$ ###.##

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER
RULE AND REGULATION 57.

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER
ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.